

**CONTRACT #8**  
**RFS # N/A**  
**UT Tracking # 97677**

**University of Tennessee**  
**Health Science Center**

**VENDOR:**  
**Semmes-Murphey Clinic**



THE UNIVERSITY of TENNESSEE

Vice President for Administration and Finance

711 Andy Holt Tower  
Knoxville, TN 37996-0174  
Phone: (865) 974-2243  
Fax: (865) 974-1324

RECEIVED

NOV 07 2006

FISCAL REVIEW

November 6, 2006

Mr. Jim White  
Executive Director  
Fiscal Review Committee  
320 Sixth Avenue, North – 8<sup>th</sup> Floor  
Nashville, TN 37243-0057

Dear Mr. White:

The University of Tennessee is submitting for the committee's review a non-competitively bid contract with the Semmes-Murphey Neurologic and Spine Institute Clinic for nursing services in the Movement Disorders Clinic.

Patients enrolled in the Movement Disorders Clinic may also be followed privately in the clinic setting where the faculty member sees his private practice patients. Semmes-Murphey Neurologic and Spine Institute is the venue for patient care in the UT Neurology Department and why they are the selected vendor for this service. This contract provides nursing services for the Movement Disorders Clinic including clinical care, clinical research, patient education, patient counseling, newsletter preparation and maintenance of the research data base.

Although this particular contract would not ordinarily meet the committee's review criteria, the UTHSC has contracted with the Semmes-Murphey Clinic for these services since FY 1998 at a total cost, including this amendment, of \$523,285.65. Because the previous contracts, as is the contract now submitted for your review, were annual contracts we failed to note the need for the committee's review. Based on information obtained at the August 24, 2006 meeting, we are in the process of reviewing previous contracts to identify those on-going services that fall under the review guidelines.

If you have questions or need additional information, please let me know.

Respectfully,

Sylvia Shannon Davis  
Vice President for Administration and Finance

c: Dr. John D. Petersen  
Mr. Anthony Ferrara  
Mr. Anthony Haynes  
Dr. William Owen

# CONTRACT SUMMARY SHEET

021406

<b>RFS #</b>				<b>Contract #</b>			
				<b>N/A</b>			
<b>State Agency</b>				<b>State Agency Division</b>			
University of Tennessee				UT Health Science Center			
<b>Contractor Name</b>				<b>Contractor ID # (FEIN or SSN)</b>			
Semmes-Murphey Clinic				C- or V- 62-0642575			
<b>Service Description</b>							
Acquire nursing services for the Movement Disorders Clinic							
<b>Contract BEGIN Date</b>		<b>Contract END Date</b>		<b>Subrecipient or Vendor?</b>		<b>CFDA #</b>	
January 1, 2006		December 31, 2007		Vendor		N/A	
<b>Mark Each TRUE Statement</b>							
<input type="checkbox"/> N/A Contractor is on STARS				<input type="checkbox"/> Contractor's Form W-9 is on file in Accounts			
<b>Allotment Code</b>		<b>Cost Center</b>		<b>Object Code</b>		<b>Fund</b>	
332.30		N/A		N/A		N/A	
<b>Funding Grant Code</b>		<b>Funding Subgrant Code</b>					
N/A		N/A					
<b>FY</b>	<b>State</b>	<b>Federal</b>	<b>Interdepartmental</b>	<b>Other</b>	<b>TOTAL Contract Amount</b>		
2006				\$29,730.15	\$ 29,730.15		
2007				\$ 61,118.38	\$ 90,848.53		
2008				\$ 30,785.40	\$ 121,633.93		
					\$ -		
					\$ -		
					\$ -		
<b>TOTAL:</b>	\$ -	\$ -	\$ -	\$ 121,633.93	\$ 121,633.93		
<b>— COMPLETE FOR AMENDMENTS ONLY —</b>				<b>State Agency Fiscal Contact &amp; Telephone #</b>			
<b>FY</b>	<b>Base Contract &amp; Prior Amendments</b>	<b>THIS Amendment ONLY</b>	Sylvia Davis 865-974-2243				
2006	\$ 29,730.15		<b>State Agency Budget Officer Approval</b>				
2007	\$ 30,332.97	\$ 30,785.41	Sylvia Davis, VP Administration and Finance				
2008	\$ -	\$ 30,785.40					
			<b>Funding Certification</b> (certification, required by T.G.A., § 9-4-5113, that there is a balance in the appropriation from which the obligated expenditure is required to be paid that is not otherwise encumbered to pay obligations previously incurred)				
<b>TOTAL:</b>	\$ 60,063.12	\$ 61,570.81					
<b>End Date</b>							
<b>Contractor Ownership</b> (complete only for base contracts with contract # prefix FA or GR) N/A							
<input type="checkbox"/> African American	<input type="checkbox"/> Person w/ Disability	<input type="checkbox"/> Hispanic	<input type="checkbox"/> Small Business	<input type="checkbox"/> NOT disadvantaged			
<input type="checkbox"/> Asian	<input type="checkbox"/> Female	<input type="checkbox"/> Native American	<input type="checkbox"/> OTHER minority/disadvantaged—				
<b>Contractor Selection Method</b> (complete for ALL base contracts— N/A to amendments or delegated authorities)							
<input type="checkbox"/> RFP	<input type="checkbox"/> Competitive Negotiation	<input type="checkbox"/> Alternative Competitive Method					
<input checked="" type="checkbox"/> Non-Competitive Negotiation	<input type="checkbox"/> Negotiation w/ Government(eg, ID, GG, GU)	<input type="checkbox"/> Other					
<b>Procurement Process Summary</b> (complete for Alternative Method, Competitive Negotiation, Non-Competitive Negotiation, OR Other)							
<p>Patients enrolled in the Movement Disorders Clinic may also be followed privately in the clinic setting where the faculty member sees his private practice patients. Semmes-Murphey Neurologic and Spine Institute is the venue for patient care in the UT Neurology Department and why they are the selected vendor for this service.</p>							

**THE UNIVERSITY OF TENNESSEE  
REQUEST: NON-COMPETITIVE AMENDMENT**

APPROVED:

\_\_\_\_\_  
UT System Office Approval

\_\_\_\_\_  
Date

EACH REQUEST ITEM BELOW MUST BE DETAILED OR ADDRESSED AS REQUIRED.

1) UT Tracking Number:

97677

2) Campus/Institute Name:

Memphis/07

**EXISTING CONTRACT INFORMATION**

3) Short Description:

Nursing services for the Movement Disorders Clinic including clinical care, clinical research, patient education, patient counseling, newsletter preparation and maintenance of research data base. This contract will extend through 12/31/2007 with an increase of \$61,570.81 to contract #96074.

4) Proposed Vendor:

Name:

Semmes-Murphey Clinic

Vendor Number:

1010083

Vendor ID:

62-0642575

5) Contract #

50644

6) Contract Start Date:

1/01/1998

7) Current Contract End Date IF all Options to Extend the Contract are Exercised:

12/31/2006

8) Current Total Maximum Cost IF all Options to Extend the Contract are Exercised:

461,714.84

**PROPOSED AMENDMENT INFORMATION**

9) Proposed Amendment #

1/01/2007

10) Proposed Amendment Effective Date:

12/31/2007

11) Proposed Contract End Date IF all Options to Extend the Contract are Exercised:

523,285.65

12) Proposed Total Maximum Cost IF all Options to Extend the Contract are Exercised:

13) Approval Criteria:  
(select one)

☐

use of Non-Competitive Negotiation is in the best interest of the university

☒

only one uniquely qualified service provider able to provide the service

<b>14) Description of the Proposed Amendment Effects &amp; Any Additional Service</b>
This amendment will increase the dollar amount by \$61,570.81 and extend the time period through 12/31/2007. The services will remain the same.
<b>15) Explanation of Need for the Proposed Amendment:</b>
A clinical setting is required to execute research protocols.
<b>16) Name &amp; Address of Vendor/Contractor's Current Principal Owner(s):</b> (not required if proposed contractor is a state education institution)
Semmes-Murphey Clinic, 6325 Humphreys Blvd. Memphis, TN 38120
<b>17) Documentation of Office for Information Resources Endorsement:</b> N/A (required <u>only</u> if the subject service involves information technology)
<b>18) Documentation of Department of Personnel Endorsement:</b> N/A (required <u>only</u> if the subject service involves training for state employees)
<b>19) Documentation of State Architect Endorsement:</b> N/A (required <u>only</u> if the subject service involves construction or real property related services)
<b>20) Description of Procuring Agency Efforts to Identify Reasonable, Competitive, Procurement Alternatives :</b>
These services have to be contracted out because the availability of these specific type services is not available through the University.
<b>21) Justification for the Proposed Non-Competitive Amendment :</b>
These services have to be acquired through a non-competitive procedure because patients that are enrolled in Movement Disorder Studies may be followed privately (in addition to study visits) in the clinic setting where the Principal Investigator (who is also faculty) sees his private practice patients. Semmes-Murphey Neurologic and Spine Institute is the venue for patient care by full-time faculty in the UT Neurology Department. Dr. Ronald Pfeiffer is a full-time employee of the University of Tennessee Health Science Center Department of Neurology, therefore, it is necessary to have this service agreement in place to cover the study related visits.

### APPROVALS:

\$50,000 or Less

Wm Paul Smith  
Department Head or Designee

10-20-06  
Date

\_\_\_\_\_  
Campus/Unit Purchasing Officer or Designee

\_\_\_\_\_  
Date

\_\_\_\_\_  
Chancellor/Chief Business Officer or Designee

\_\_\_\_\_  
Date

Additional Approval (System) -- Greater than \$50,000

\_\_\_\_\_  
Vice President or their Designee

\_\_\_\_\_  
Date

97677

THE UNIVERSITY OF TENNESSEE  
CONTRACT AMENDMENT

This amendment is to the contract between the University of Tennessee (hereinafter University and Semmes-Murphey Clinic (hereinafter Contractor), which Contract was signed by the University on 1/1/2006.

This Contract amendment consists of this cover page, the University's Standard Terms and Conditions and 0 additional pages.

By mutual agreement, the University and the Contractor agree to the following amendment:

Amend contract #96074.

1. Extend the end date of the contract from 1/1/2006 to 12/31/2007.
2. Increase the University's maximum liability under this contract to \$121,633.93.
3. This is an increase of \$61,570.81 which includes an annual salary of \$50,924.52 per year and fringe benefits totalling \$10,646.29 per year.
4. This contract amendment is effective 1/1/2007.

All other terms remain unchanged.

In witness of their acceptance of the terms of this agreement, the parties have had this Contract executed by their duly authorized representatives.

FOR CONTRACTOR:

Signature  
Tim Roberts  
Printed Name  
Administrator  
Title  
Semmes-Murphey Clinic  
Address  
6325 Humphreys Blvd.  
Memphis, TN 38120  
901-522-7700  
Telephone Number  
62-0642575  
SSN or Fed. ID Number

FOR UNIVERSITY:

Neurology  
Department Name  
R073280012  
Responsible Account (if applicable)  
Administrative Signature (optional)  
Administrative Printed Name  
Authorized Official Signature  
Anthony A. Ferrara  
Vice Chancellor  
Authorized Official Name (printed)  
Finance & Operations  
Date

# THE UNIVERSITY OF TENNESSEE

## CONTRACT

96074

This contract, made and entered into on 1/1/2005, documents the agreement between the University of Tennessee (hereinafter University) and Semmes-Murphey Clinic (hereinafter Contractor).

This Contract consists of this cover page, the University's Standard Terms and Conditions (on reverse), and 3 additional pages. Terms contained on this cover page and the University's Standard Terms and Conditions shall prevail over those of any attachment unless otherwise stated under "Other terms" below.

Contractor will provide the following:

Nursing services for the Movement Disorders Clinic, including clinical care and research coordination, support group assistance, newsletter preparation and maintenance of research database.  
See attached job description.

The period of performance under this contract is from 1/1/2006 through 12/31/2006. However, the University may terminate this Contract by giving the Contractor at least thirty (30) days written notice before the effective termination date, in which event the Contractor shall be entitled to receive equitable compensation for satisfactory authorized work completed as of the termination date.

The University will compensate the Contractor \_\_\_\_\_ per as invoiced

The University's maximum liability under this Contract is \$60,063.12

Other terms:

Reimbursement will include a salary of \$49,445.57 per year and fringe benefits totaling \$10,617.55 per year for an annual total of \$60,063.12.

In witness of their acceptance of the terms of this agreement, the parties have had this Contract executed by their duly authorized representatives.

FOR CONTRACTOR:

Tim Roberts  
Name Tim Roberts

Administrator  
Title

Semmes-Murphey Clinic  
Address

6325 Humphreys Blvd.

Memphis, TN 38120

(901) 522-7700

62-0642575  
SSN or Fed. Id. No.

Rev. 2-1-97

FOR UNIVERSITY:

Neurology  
Department Name

R073280012  
Responsible Account  
(If applicable)

Administrative Signature  
(Optional)

Pamala A. Vaughn

Pamala A. Vaughn  
Date Assistant Vice Chancellor  
Finance

6/28/06



**Movement Disorders Research Nurse Coordinator Position  
Job Description and Duties**

- Help Investigator identify appropriate study subjects.
- Explain details of study procedures to subjects.
- Obtain and maintain informed consent throughout the study.
- Perform various study specific exams and questionnaires.
- Coordinates anywhere from 5 to 6 studies concurrently
- Performs vitals signs (height, weight, blood pressure, orthostatic blood pressure, pulse)
- Performs ECGs
- Performs blood draws
- Prepares samples for proper shipment to outside labs (includes spinning, separating blood, properly packaging)
- Completes case report forms (CRFs)
- Completes queries from sponsor
- Schedules research patient appointments to fall within appropriate time windows allowed in protocol
- Makes schedule phone contacts for research protocols
- Obtains MD signature on necessary CRFs and other research-related documents for official records
- Liaison with sponsor/monitor
- Schedules and prepares for monitoring visits
- Confers with monitors to resolve discrepancies
- Maintains drug accountability for studies



#### **Additional Terms to this Service Agreement:**

**Confidentiality of Records.** Strict standards of confidentiality of records and information shall be maintained in accordance with applicable state and federal law. All material and information, regardless of form, medium or method of communication, provided to the Contractor by the University or acquired by the Contractor on behalf of the University shall be regarded as confidential information in accordance with the provisions of applicable state and federal law, state and federal rules and regulations, departmental policy, and ethical standards. Such confidential information shall not be disclosed to any third party, and all necessary steps shall be taken by the Contractor to safeguard the confidentiality of such material or information in conformance with applicable state and federal law, state and federal rules and regulations, departmental policy, and ethical standards.

The Contractor's obligations under this section do not apply to information in the public domain; entering the public domain but not from a breach by the Contractor of this Contract; previously possessed by the Contractor without written obligations to the University to protect it; acquired by the Contractor without written restrictions against disclosure from a third party which, to the Contractor's knowledge, is free to disclose the information; the Contractor can prove by written documentation was independently developed by the Contractor without the use of the University's information; or, disclosed by the University to others without restrictions against disclosure. Nothing in this paragraph shall permit Contractor to disclose any information that is confidential under federal or state law or regulations, regardless of whether it has been disclosed or made available to the Contractor due to intentional or negligent actions or inactions of agents of the University or third parties.

It is specifically agreed that all information provided to or generated by Contractor under this Agreement, whether such information originates with Contractor, University, or a third party, shall be considered confidential and shall not be disclosed without prior written permission of University, or as required by applicable law.

**HIPAA Compliance.** Contractor warrants to the University that it is familiar with the requirements of the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and its accompanying regulations, and will comply with all applicable HIPAA requirements in the course of this contract. Contractor warrants that it will cooperate with the University in the course of performance of the contract so that both parties will be in compliance with HIPAA, including cooperation and coordination with University privacy officials and other compliance officers required by HIPAA and its regulations. Contractor will sign any documents that are reasonably necessary to keep the University and Contractor in compliance with HIPAA, including but not limited to business associate agreements.

**Data Ownership.** Contractor shall make no claim to data arising under this Agreement; all such data shall be owned by University or such other entity as University shall determine.

**Inventions.** Contractor shall make no claim to inventions or discoveries arising under this Agreement; all such inventions or discoveries shall be owned by University or such other entity as University shall determine.

**Access to Records.** Contractor agrees to allow University and the study sponsor/funding agency and regulatory agencies access to relevant medical records generated under this Agreement, subject to applicable laws.

**Contractor employees and agents.** Contractor shall require that its employees and agents who provide services hereunder or who have access to information or data acquired or generated hereunder are bound by the provisions of this Agreement.

**Third Party Payer.** The Contractor will not seek reimbursement from any federal healthcare program or third party payer for any amounts paid by University that are being reimbursed as study related services.

**Debarment Certification.** Contractor certifies that it is not and does not use in any capacity the services of any person debarred under the Generic Drug Enforcement Act of 1992, subsections 306(a) or 306(b); or any testing facility disqualified under CFR Part 58, Subpart K, or a clinical investigator disqualified under 21 CFR 312.70, in connection with any of the services performed by Contractor pursuant to this Agreement. Contractor agrees that it will immediately disclose in writing to University if it becomes aware of any person, testing facility or clinical investigator engaged in the performance of services under this agreement is disqualified or debarred, or if any action, suit, claim, investigator or legal or administrative proceeding is pending or threatened, relating to the debarment or disqualification of Contractor or any person performing services hereunder.

It is expressly understood and agreed that the obligations set forth in this section shall survive the termination of this Contract.